

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

CONSTRUCTION INDUSTRY)
LABORERS PENSION FUND, et al.,)
)
Plaintiffs,)
)
)
vs.) Case No. 4:12CV00255 ERW
)
)
JT CONCRETE, LLC,)
)
)
Defendant.)

MEMORANDUM AND ORDER

This matter comes before the Court on Plaintiffs' Motion to Enforce Terms of Settlement Agreement and Suggestions in Support Thereof [ECF No. 14].

On April 30, 2012, Defendant JT Concrete, LLC, and Plaintiffs, Construction Industry Laborers Pension Fund, Construction Industry Laborers Welfare Fund, Greater Kansas City Laborers Vacation Plan, Construction Industry Laborers Training Fund, and their respective Trustees, executed a Release and Settlement Agreement in order to settle and compromise claims related to delinquent fund contributions [ECF No. 14-1]. On May 7, 2012, the Court reviewed Plaintiffs' Notice of Dismissal, and ordered, pursuant to the written agreement of the parties, that all Plaintiffs' claims against Defendant JT Concrete, LLC, for the period of June 2010 through January 2012, be dismissed with prejudice, with each party to bear its own costs [ECF No. 13]. That same date, the Court vacated the Clerk's Entry of Default and the May 23 Default Hearing, and denied, as moot, the Plaintiffs' Motion for Default Judgment. The Court retained jurisdiction over the Release and Settlement Agreement for purposes of enforcement of its terms [ECF Nos. 12, 14-1].

The parties' agreement states that Defendant was to pay the sum of forty-six thousand, two hundred, twenty-three and 44/100 dollars (\$46,223.44) to Plaintiff Funds in thirteen (13) monthly installments, beginning May 1, 2012 [ECF No. 14-1]. The agreement also states that, should Defendant fail to make any of the agreed upon settlement payment, Plaintiffs could accelerate all amounts due under the agreement and proceed with legal action to collect all delinquent contributions, liquidated damages, interest, audit costs, attorney's fees and court costs.

Plaintiffs filed their Motion to Enforce on September 4, 2012. In their Motion, Plaintiffs assert that Defendant has not tendered any monthly payments, and that Plaintiffs have sent a demand letter for payment of the delinquent settlement payments. They state that the balance of the settlement amount due under the agreement is forty-six thousand, two hundred, twenty-three and 44/100 dollars (\$46,223.44), and they claim they have incurred more than five hundred dollars (\$500.00) as and for attorney's fees in preparation of their Motion to Enforce.

On September 21, 2012, the Court issued an Order to Show Cause, ordering Defendant JT Concrete, LLC to show cause, no later than October 9, 2012, why Plaintiffs' Motion to Enforce should not be granted [ECF No. 15]. No response to the September 21, 2012 Order to Show Cause was filed with the Court. On November 13, 2012, the Court issued a Memorandum and Order, informing Defendant JT Concrete, LLC that if Defendant failed to respond to the Order to Show Cause by November 30, 2012, Plaintiff's Motion to Enforce Settlement would be granted, and judgment would be entered against Defendant JT Concrete, LLC. Defendant JT Concrete has failed to make such a showing.

Accordingly,

IT IS HEREBY ORDERED that Plaintiffs' Motion to Enforce Terms of Settlement Agreement and Suggestions in Support Thereof [ECF No. 14] is **GRANTED**.

IT IS FURTHER ORDERED that judgment is entered in favor of Plaintiffs and against Defendant JT Concrete, LLC, for the sum of \$46,723.44, consisting of \$46,223.44 in delinquent contributions, and \$500.00 in attorney's fees.

Dated this 8th day of January, 2013.



E. RICHARD WEBBER
SENIOR UNITED STATES DISTRICT JUDGE